Corliss v. *Walker*, 31 Lawy. Rep. Ann. 283, and note (S. C. 57 Fed. 434, and 64 Fed. 280), denied an injunction to restrain the publication of a biography of the great inventor, but granted it to restrain the publication of his portrait. Subsequently this injunction was dissolved, on the ground that the deceased was a public character, not a private individual. In the case under discussion the court in commenting on the Corliss case questions the wisdom of the distinction, and says: "We are loath to believe that the man who makes himself useful to mankind surrenders any right of privacy thereby."

In *Murray* v. *Engraving Co.*, 28 N. Y. Sup. 271, it was held that a father could not prevent the unauthorized publication of his child's photograph, for the law takes no cognizance of a sentimental injury independent of a wrong to person or property.

There are many authorities to the effect that a private individual has a right to be protected in the representation of his portrait in any form, and that this is a property as well as a personal right. Cf. *Gee* v. *Pritchard*, 2 Swanst. 402; *Folsom* v. *Marsh*, 2 Story 100, Fed. Cas. No. 4901; *Tipping* v. *Clarke*, 2 Hare 383, 393; *Prince Albert* v. *Strange*, 1 Mach and G. 25. But the court in the present case decides that the alleged right to privacy is not under this particular state of facts a property right, and that so long as the publication of the portrait does not amount to a libel, a court of equity will not protect the relatives of the deceased against a mere injury to their feelings, although a violation of the canons of good taste. "The law," says the court, "does not discriminate between persons who are sensitive and those who are not."

INSOLVENT CORPORATIONS—SECRET PREFERENCE OF CREDITORS—UNITED STATES RUBBER CO. ET AL. V. AMERICAN OAK LEATHER CO., 96 Fed. 841.—Where a corporation that is about to fail, in order to gain time and borrow money, makes an arrangement with some of its creditors whereby they are to be put in charge of the concern and be given judgment notes covering what is due them and thereby are to prevent preferences to other creditors, such an arrangement is a fraud in fact on the general creditors.

Courts have recognized the justice of allowing embarrassed concerns to tide over difficulties by using their property in any way they may see fit. *Preston* v. *Spaulding*, 125 Ill. 20; *White* v. *Cotzhausen*, 129 U. S. 329. But they have further recognized that one cannot convey all his property and stop doing business. *Kelloy* v. *Richardson*, 19 Fed. 70, 72. It then becomes a question of what was the intention of the insolvent concern in entering into obligations like those in the present case. How close a question this often is, is well illustrated by the case before us. We see how frequently the judicial mind may differ on this point, and in view of the large interests that may be concerned in such case, how important it is that a transaction should be considered as actually fraudulent only on the strongest proof or actual knowledge. *Street* v. *Bank*, 147 U. S. 36.

INSURANCE—AGENT—AUTHORITY — NOTICE — POLICY — ENDORSEMENT—WARRANTY—NORTHRUP ET AL. V. PIZA, 60 N. Y. Supp. 363.—A fire insurance policy was issued by general agents and attorneys of a fire insurance company on recommendation of a firm of fire insurance brokers, said policy containing material warranty on the part of the insured. Subsequently an addition was made to the policy in which no mention was made of the warranty. *Held*, that a broker having only authority to solicit risks, recommend same, and receive premiums (these services being paid for by commissions), is not an agent of the insuring company, and hence notice to him is not notice to the company. Also that attachment of said endorsement, see supra, did not abrogate original warranty clause.

The defense in the original action rested on the ground that no notice had been given of the falsity of a material warranty in the original policy as to the existence of certain division walls, and that the waiver of the warranty by the insurance brokers was ultra vires. Particular importance is given to the prevailing doctrine that insurance brokers are not agents, the leading case mentioned being *Allen* v. *Insurance Co.*, 123 N. Y. 6. The many cases contra are not now considered of authority. The court argues that the endorsement, containing no mention of the warranty, but reiterating the original policy in other respects, and subsequently added to the policy, was not a waiver, because not conflicting with original form of policy. It is clear that this is not the real reason, for the endorsement did not act as a waiver, because it was added (according to the evidence) by the brokers, who were not agents, and therefore had no authority to waive a warranty. The dissenting opinion is a most thorough demonstration of the possibility of waiver by such an endorsement, but does not even allude to the possible lack of authority on part of the brokers. This disregard of the vital question makes the dissenting opinion of no weight whatever. The brokers were not agents, had no authority to waive conditions, and notice to them was not notice to the company or its agents. *Smith* v. *Farmers' Mut. F. Ins. Co.*, 19 Ohio St. 287; *Devens* v. *Mechanics, etc., Ins. Co.*, 83 N. Y. 168.

MUNICIPAL BONDS—DEMAND—PRIORITIES—MEYER v. WIDBER, TREASURER (Bohen, Intervener), 58 Pac. Rep. 532 (Cal.).—*Held*, that where under statute damages to abutting property owners are to be paid only in bonds, it is no defense to a mandamus compelling payment of a bond, that other bondholders had made prior demands, which had been refused for lack of funds. Beatty, C. J., Temple, J., and Henshaw, J., dissenting.

The decision of the court is without doubt correct. The demand upon the treasurer, when he had funds applicable for the purpose, gives the parties demanding, upon refusal of their demand, the right to a mandamus. *Meyer* v. *Porter*, 65 Cal. 67. The fact that the intervener neglected to follow up his demand by an action would not give him a preferred claim over one who made a subsequent demand and chose to enforce his right. It has been held that a judgment creditor of a county who had received a warrant on the treasurer, which was refused payment, might have mandamus to enforce collection of a tax to pay such judgment, and that he is not bound to wait and take his turn among other warrant holders. 2 *Cent. Law Journal* 771.

The chief justice, who dissents, contends that the intervener should be given priority in payment, for, having made a prior demand, the treasurer was legally obliged to make payment, unless the intervener had forfeited his rights. Furthermore, that it was the duty of the appellant to show that when he commenced his proceeding, that those who had made prior demands had lost their right of action. This the appellant failed to do. The contention is also made that if the doctrine of this case is carried to its logical conclusion, the custodian of a fund in the position of the defendant may pay or refuse those who make demands, irrespectively, unless sued, or he may refuse all until some favored claimant serves him with a writ of mandamus. The judge, however, fails to cite any authorities in support of this reasoning.

MUNICIPAL CORPORATIONS—ORDINANCES—HACK STANDS IN STREETS ADJACENT TO RAILWAY DEPOTS—PENNSYLVANIA CO. v. CHICAGO, 54 N. E. 825.—The Union Depot, leased by the Pennsylvania Company and used by several different railways, fronts on Canal street, between Madison and Van Buren. All through tickets of lines using this depot bear coupons for conveyance through the city of Chicago from this station to the station of the connecting line, and each railway company has a contract for the use of a line of coaches for the performance of this service. A portion of the rail-